

Marketplace Seller Agreement

Last updated: February 22, 2024

1. Terms that apply to your use of our online marketplace services

This Seller Agreement (our “**Seller Terms**”), applies to your use of the online marketplace services and features we make available to you to display, promote, offer, market, or sell products and services (each a “**Marketplace Feature**”) to users of T’s Wicked Wonders, LLC products and services (each a “**User**”).

These Seller Terms incorporate other policies, terms and conditions that apply to you when you use **Marketplace Feature**, which include but are not limited to:

- A. Your use of T’s Wicked Wonders, LLC products and services is governed by the **Terms of Service** and **Terms of Use**, as applicable, and we process data in accordance with our [website Terms and Conditions of Use](#).
- B. Our Website Terms and Conditions of Use apply to access or use of our Marketplace Features for a business or commercial purpose.
- C. We govern your use of any Payments Features (as defined in those Terms, and currently defined as onsite checkout features we make available to you in or through T’s Wicked Wonders, LLC website that enable Users to initiate payments to you).
- D. The **Platform Terms** govern your use of the Marketplace Platform (as defined in the Platform Terms, and currently defined as a set of APIs, SDKs, tools, plugins, code, technology, content and services that enables others to develop functionality, retrieve data from T’s Wicked Wonders, LLC website, or provide data to us).
- E. If you receive from us any information from, about or that can be associated with a User by any means other than via the T’s Wicked Wonders, LLC website, your use of such information is governed by our Website Terms and Conditions of Use.
- F. Access to certain Marketplace Features may require you to meet the requirements set forth in the Marketplace Features. Products or services you display, promote, offer, market or sell through Marketplace Features must comply with our **policies** and, if you use Payment Features. We may modify each from time to time in our discretion.

2. Your listings and content

- A. **You grant us certain permissions to use your listings and content.** We may display product or service listings shared by you or on your behalf (each a “**Product Listing**”) on www.Tswickedwonders.com. You grant us a non-exclusive, perpetual, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to host, use, distribute, modify, run, copy, publicly perform, make available, display, translate, and create derivative works of the Product Listings and any other content, data, or information shared by you or on your behalf or accessed by us in connection with the Marketplace Features, including photos and videos (together with Product Listings, your “**Seller Content**”), in connection with T’s Wicked Wonders, LLC products and services. You represent and warrant that you have all necessary rights in Seller Content to grant us the licenses and rights set forth in these Seller Terms.

- B. **You are responsible for your listings and content.** Even if we host and display your Seller Content on T's Wicked Wonders, LLC products and services, you are solely responsible for the contents of your Seller Content. You must ensure that all Seller Content is true, accurate and complete at all times, including without limitation the description, price, applicable taxes or fees, shipping information, required legal disclosures and other advertisement, offer or promotional content. You are solely responsible for setting the price of products or services you offer. If we provide guidance regarding a suggested price for products or services you offer, such guidance is informational only and the decision to accept or reject such guidance is solely yours.
- C. **You must ensure that your Product Listing provides Users with the terms, conditions and policies that apply to the transaction for that product.** You are responsible for displaying, keeping up to date and honoring any sales, returns and/or privacy policies and all other relevant terms or information or disclosures related to your Product Listings that you want to apply to your interactions with Users or that are otherwise required by law. Any such terms, information, or disclosures do not bind us and must not conflict with these Seller Terms or our other applicable terms and policies.
- D. **You are responsible for applicable taxes relating to your listings and content.** Even if we host and display your Seller Content on Facebook Products, you are the seller of record and agree to comply with all applicable tax laws and ordinances. Except as otherwise provided in the Payment Terms, you are solely responsible for all determinations, calculations, collections, withholdings, reporting, and remittance of applicable taxes, duties, fees, surcharges and additional charges ("**Taxes & Fees**") for sales that result from your use of Commerce Features. You are solely liable for all liabilities, including without limitation, any penalties or interest, taxing jurisdictions may assess as a result of the under remittance or non-remittance of any Taxes & Fees imposed on your products or services.

3. Your products and services

- A. **You must comply with our terms and all applicable laws when you use Marketplace Features.** Your products and services, Seller Content and use of Marketplace Features must comply at all times with these Seller Terms, our other applicable terms and policies and applicable laws, rules, and regulations. You agree that you are solely responsible for determining that the Marketplace Features are suitable for your intended use.
- B. **Sales of counterfeit or pirated products and sales prohibited by government sanctions are strictly prohibited.** Without limiting the generality of the policies set forth above, you are expressly prohibited from displaying, promoting, offering, marketing or selling counterfeit or pirated products or services through the Marketplace Features. You may not use the Marketplace Features in connection with any activities, individuals or entities that are located in a country or region that is subject to comprehensive U.S. sanctions law or in a manner that would otherwise violate applicable U.S. or non-U.S. trade sanctions laws.
- C. **You are responsible for providing customer service to Users in connection with your products and services.** You are responsible for providing, managing, paying for, and fulfilling any sales, warranty and customer service, returns, refunds or accommodations to Users in connection with your use of a Marketplace Feature.

- D. **Any incentives we provide do not modify these Seller Terms.** You agree that we may offer to fund promotions, discounts or other incentives (“**Incentives**”) to you or directly to Users to encourage engagement with Product Listings or Seller Content, and that our funding of Incentives does not violate any other agreement you have or alter your obligations under these Seller Terms.
- E. **You are responsible for ensuring the integrity and safety of your products and services.** As between us, you are solely responsible for any defect or non-conformity in any product or service you offer and for complying with any recall or safety alert, or similar direction or notice, with respect to any product or service related to your Product Listings. You agree to promptly remove any Product Listing upon issuance of any recall or safety alert, or similar direction or notice, or claim of infringement of intellectual property rights with respect to products or services relating to your Product Listings.
- F. **We may review your Seller Content to ensure the integrity of our services, but this does not change your obligations to us or to Users.** These reviews may include automated or other audits of your Seller Content to verify compliance with these Seller Terms and applicable law, but do not mean that we assume any responsibility or liability or otherwise agree to modify your responsibilities and liabilities under these Seller Terms and applicable law.

4. Our services

- A. **We may modify or cease providing our services.** We may modify or cease operating any Marketplace Feature, with or without prior notice or liability to you.
- B. **We provide our Marketplace Features as a convenience to you.** The Marketplace Features, including but not limited to tools we provide that allow you to view information about past transactions, offer Incentives, or to calculate default shipping rate, tax rate or other data, are provided as a convenience only. You use them at your sole discretion and risk. We are not responsible for any inaccuracies, errors or liabilities that may arise out of their use. Additional terms may apply to their use.
- C. **You may use third party service providers only as permitted by these terms.** As used in these Seller Terms, a “**Service Provider**” means anyone who directly or indirectly provides services to you or to third parties on your behalf. You may use Service Providers in connection with Marketplace Features only if you ensure they comply with these Seller Terms, including your responsibility to protect User Data (as defined below). You are solely responsible for the acts or omissions of your Service Providers, and a failure to comply with these Seller Terms by any of your Service Providers will be deemed a breach by you. In certain circumstances and in order to optimize your use of our Marketplace Features, you or your Service Provider may provide us with credentials to act on your behalf with respect to our integration with your Service Provider. We are not responsible for any errors, inaccuracies or liabilities whatsoever in connection with our use of such credentials.
- D. **We may test improvements that affect your use of our services.** From time to time, we test improvements to our audiences and delivery systems, which may impact how your Seller Content is displayed or your use of Marketplace Features or other services. Testing is designed to improve the effectiveness of our service, but we are not responsible for impacts to you that may arise from it.

- E. **We may use automated means to help optimize your listings and content.** These means may include use of the T's Wicked Wonders, LL website platform or allowing us to use automated software and create test credentials to retrieve information from domains, webpages or other URLs you provide. We or any entity acting on our behalf may access, index, cache, analyze, or crawl, including through use of automated software, the domains, webpages or URLs associated with your Seller Content in connection with our Marketplace Features, enforcement of our Marketplace Policies, or both. If you provide URLs or similar content in connection with Seller Content, you grant us and any entity acting on our behalf the right to access, index, cache, analyze or crawl the URLs and the content available through such URLs or any portion thereof, and based on your account settings, pull updates periodically from such URLs to create, augment, or update your Seller Content.
- F. **We may make ratings and reviews available about you and your listings.** We may display ratings and reviews related to you or your Product Listings. We have no responsibility for the content of such ratings and reviews. Except for those ratings and reviews which are part of your Seller Content, you do not own or have any rights in or to such content. You understand we may use automated software to present more useful ratings and reviews to Users. Any ratings or reviews you submit shall comply with our policies and applicable law. Without limiting the foregoing, you may not submit or cause or allow others to submit illegitimate or inauthentic ratings or reviews.
- G. **Other terms may apply to use of certain Marketplace Features.** If you send us Contact Information in connection with your use of any Marketplace Feature, the terms of the Business Tools Terms regarding Contact Information will apply to our processing of such Contact Information. All other data we receive from you in connection with your use of any Commerce Feature is governed by these Seller Terms.
- H. **Our role.** While we may provide certain services to enable transactions or to help resolve issues with buyers, we have no control over and do not guarantee the performance or actions of any buyer, including the ability of buyers to pay for products or services you offer or that a buyer will actually complete a transaction.

5. Your use of Users' data

- A. **You may only use User data in accordance with these Seller Terms.** You may only use any User's data, content, or other information you receive from T's Wicked Wonders, LLS website in connection with your use of the Marketplace Features ("**User Data**") in accordance with (a) our applicable terms and policies, including, without limitation, our **Pages, Groups and Events Terms**, and/or **Data Terms**, (b) a privacy policy and terms of sale you make available to Users, and (c) applicable laws, rules and regulations. To the extent there is a conflict between or among any of the above, the most restrictive term, policy, law or regulation shall apply. You may not sell or misuse User Data. Without limiting the generality of the foregoing, you may use User Data (i) to support the transactions arising from the User's use of the Marketplace Features or (ii) for any purpose for which you have obtained the valid consent of the User or otherwise have a legal basis. You may not engage in direct email marketing to Users unless the User has opted into receiving marketing emails from you.

- B. **We are both independent controllers of User Data.** To the fullest extent permitted by the laws of the European Union and United Kingdom, we are considered separate and independent data controllers of the personal information of Users. As such, we each independently determine the purposes and means of processing User Data and therefore are not responsible for your use of User Data. If we are found to jointly control such User Data and we are held responsible in any way for its use, you agree to indemnify us in accordance with Section 8 below. Where you and a third party jointly determine the purposes and means of specific data processing actions with respect to your Product Listings, you agree that you and such party shall be a joint controller of such User Data. In this case, you and such party are responsible for complying with your obligations under applicable law. To the extent we process User Data as a processor as defined under the laws of the European Union and United Kingdom, our **Data Processing Terms** apply.
- C. **You will cooperate with us to help ensure User privacy.** You will promptly notify us in writing when you become aware of a security incident or receive notice of any regulatory or enforcement inquiry regarding privacy or data security in connection with your use of Marketplace Features or User Data, including any involving your Service Providers, unless you are otherwise instructed by a law enforcement or regulatory agency. You will cooperate with us in investigating and remediating a security incident and in responding to a regulatory inquiry or enforcement.

6. Enforcement of our terms

- A. We reserve the right to review your use of Marketplace Features and take any actions we deem necessary or advisable in our discretion to protect us or our Users, which may include remedies up to and including suspension or termination of any or all our services to you.
- B. Our failure to enforce any part of our terms or policies is not a waiver of our right to do so at a later date.
- C. In connection with our review of your use of Marketplace Features, we may request information from you. You agree to promptly comply with our requests.

7. Indemnification

In addition to and without limiting the scope of the indemnification obligations set out in the terms and policies listed in Section 1 above:

- A. You agree to indemnify and hold us harmless from and against any claims (including but not limited to claims for property damage, bodily injury or death, and to the extent permitted by law, claims based on our negligence), damages, losses and expenses of any kind (including reasonable legal fees and costs) (collectively, "**Claims**") arising from or related to your sale of products using our Marketplace Features, the products you sell using our Marketplace Features, your acts or omissions with respect to User Data or any breach or alleged breach of these Seller Terms.
- B. You agree to indemnify and hold us harmless from all Claims related to Taxes & Fees, including any penalties and interest ("**Tax Liabilities**") that may result from your use of Marketplace Features. You agree that (a) we have no liability to you or any taxing jurisdiction for any Tax Liabilities; (b) you are solely responsible and liable for payment of Tax Liabilities; and (c) you shall not seek reimbursement from us for Tax Liabilities.

8. Other terms and conditions

- A. If you connect your account from another **Company Product** (such as a WhatsApp Business Account) to your use of Marketplace Features, then these Seller Terms will apply to your use of Marketplace Features on those other Company Products, in addition to the other terms which continue to apply to those products.
- B. These Seller Terms do not create any partnership, joint venture, franchise, sales representative or agency relationship between you and T's Wicked Wonders, LLC or an exclusive relationship between us.
- C. We may change or update these Seller Terms at any time in our sole discretion. If we make changes or updates, we will provide you with notice such as by email or by posting the amended Seller Terms here and updating the "Last Updated" date. All amended Seller Terms will become effective immediately on the date posted unless we state otherwise, and will apply prospectively after such changes and updates become effective. Your continued use of the Marketplace Features constitutes acceptance of those changes and updates.
- D. We may translate these Seller Terms into languages other than English for your convenience, but to the extent there are any inconsistencies or conflict between those translations and the English version, the English version will control to the fullest extent permitted under applicable law.
- E. If any portion of these Seller Terms are found to be unenforceable, then (except as otherwise provided) that portion will be severed and the remaining portion will remain in full force and effect.
- F. You may terminate these Seller Terms at any time by providing us with at least 30 days prior written notice. The following provisions will still apply following any termination of these Seller Terms: Sections 1, 2, 3, 4.B, 4.C, 4.F, 4.H, 6, 7.B, 7.C and 8.